

Richard A. Sipos (Bar No. 126982)  
Garret D. Murai (Bar No. 215667)  
**WENDEL, ROSEN, BLACK & DEAN LLP**  
1111 Broadway, 24th Floor  
Post Office Box 2047  
Oakland, CA 94607-4036  
Telephone: (510) 834-6600  
Facsimile: (510) 834-1928  
E-mail: rsipos@wendel.com

**E-FILED**  
Date: 2/1/08  
By: LLA

Joseph P. McMonigle (Bar No. 66811)  
**LONG & LEVIT LLP**  
465 California Street, 5<sup>th</sup> Floor  
San Francisco, CA 94104  
Telephone: (415) 397-2222  
Facsimile: (415) 397-6392  
Email: jmcmonigle@longlevit.com

Attorneys for Plaintiff  
RICHARD TRAVERSO

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

RICHARD TRAVERSO,

Plaintiff,

vs.

CLEAR CHANNEL OUTDOOR, INC.; and  
DOES 1 through 10, inclusive,

Defendants.

Case No. C07-3629 MJJ

**DECLARATION OF RICHARD  
TRAVERSO IN SUPPORT OF MOTION  
FOR SUMMARY ADJUDICATION**

**Date:** February 27, 2008  
**Time:** 2:00 p.m.  
**Courtroom:** 11 (19<sup>th</sup> Floor)  
**Judge:** Hon. Martin J. Jenkins

Action Removed: July 13, 2007  
Trial Date: April 7, 2008

I, Richard Traverso, declare:

1. I am the Plaintiff in this action. This declaration is made in support of my Motion for Summary Adjudication. I have personal knowledge of the matters stated herein and if called upon to testify could and would competently do so.

2. Attached hereto as Exhibit A is a true and correct copy of the original 1984 lease ("Lease"), the lessor's interest in which was assigned to me on February 6, 2006. The Lease allowed the lessee there under to operate a billboard located at 650-660 Bryant Street in San Francisco, California. The Lease is on the preprinted form of Foster & Kleiser, the original lessee.

3. Attached hereto as Exhibit B is a true and correct copy of a Lease extension dated February 26, 1993 extending the Lease from March 1, 1993 through February 28, 1997 which document was provided to me when the Lease was assigned to me.

4. Attached hereto as Exhibit C is a true and correct copy of a Lease extension dated January 23, 1998 extending the Lease from March 1, 1997 through February 28, 2002 which was document was provided to me when the Lease was assigned to me.

5. Attached hereto as Exhibit D is a true and correct copy of the final lease extension dated March 22, 2002, extending the Lease from March 1, 2002 through February 28, 2007, which document was provided to me when the Lease was assigned to me.

6. Attached hereto as Exhibit E is a true and correct copy of the recorded Assignment of Lessor's Interest in the Lease dated February 6, 2006, by which the Lease was assigned to me.

7. Attached hereto as Exhibit F is a true and correct copy of my notice of termination dated December 22, 2006 to Defendant CLEAR CHANNEL OUTDOOR, INC. ("Clear Channel") terminating the Lease effective February 28, 2007 (bearing Bate stamp no. 003, a copy of which document I received January 30, 2008 from Clear Channel in response to my request for production of documents), the Federal Express Delivery tag (bearing Bate stamp no. 004 and received from Clear Channel in the same fashion), the signed Federal Express acknowledgement of receipt, and the detailed delivery summary which I obtained from Federal Express (confirming delivery on December 26, 2006 at 8:23 a.m.).

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1           8.     Despite my notice of termination, and demand that Clear Channel cease operating  
2 the billboard, Clear Channel has wrongfully continued in possession as a holdover tenant and I  
3 have and continue to incur damages since March 1, 2007.

4           I declare under penalty of perjury under the laws of the State of California that the  
5 foregoing is true and correct.

6           Executed this 1<sup>st</sup> day of February, 2008 in Belmont, California.

7  
8   
9 Richard Traverso

10  
11 Wendel, Rosen, Black & Dean LLP  
12 1111 Broadway, 24th Floor  
13 Oakland, CA 94607-4036  
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DECLARATION OF RICHARD TRAVERSO - Case No.  
C07-3629 MJJ

- 3 -

**Exhibit A**



**Foster & Kleiser**  
A METROMEDIA COMPANY

#07-15735

LCF-1 (5-77)

Date \_\_\_\_\_

1. The undersigned, as Lessor, hereby leases and grants exclusively to Foster and Kleiser, Division of Metromedia, Inc., as Lessee, the property (with free access to and upon same) located in the City of San Francisco, County of San Francisco, State of California, described as:

650-60 Bryant St. (NL 275' E/o 5th St.) (159.82' x 110.58' irreg.)

Assessor's Block 3761, Lot 7

as per map thereof recorded in the Office of the County Recorder of San Francisco, County, State of California, for a term of Five (5) years from May 1, 1984, for the purpose of erecting and maintaining advertising signs thereon, including necessary supporting structures, devices, illumination facilities and connections, service ladders, and other appurtenances thereon.

2. Lessee shall pay to the Lessor rental in the amount of Three thousand six hundred and no/100 \$3,600.00 Dollars per year, payable on a monthly basis. Prior to construction and for the entire period during which no advertising copy is being displayed on the property by Lessee, the rental shall be Ten (\$10.00) Dollars.

3. Lessor shall save the Lessor harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the property.

4. Lessor agrees that he, his tenants, agents, employees, or other persons acting in his or their behalf shall not place or maintain any object on the property or on any neighboring property which would in any way obstruct or impair the view of Lessee's sign structures. If such an obstruction or impairment occurs, the Lessor, without limiting such other remedies as may be available, has the option of requiring the Lessor to remove said obstruction or impairment, or the Lessee may itself remove the obstruction or impairment, charging the cost of said removal to the Lessor, or the Lessee may reduce the rental herein paid to the sum of Five (\$5.00) Dollars per year so long as such obstruction or impairment continues.

5. If the view of Lessee's signs is obstructed or impaired in any way, or if the value of such signs is diminished by reason of diversion or reduction of vehicular traffic, or if the use of any such signs is prevented or restricted by law, or if for any reason a building permit for erection or modification of any such signs is refused, the Lessee may immediately, at its option, adjust the rental in direct proportion to the decreased value of the leased premises for advertising purposes resulting from any of the foregoing circumstances, or may terminate the lease and receive adjustment for all rent paid for the unexpired term.

6. If Lessee is prevented by law, or government or military order, or other causes beyond Lessee's control from illuminating its signs, the Lessee may reduce the rental provided by paragraph 2 by one-half (1/2), with such reduced rental to remain in effect so long as such condition continues to exist.

7. This Lease shall continue in full force and effect for its term and thereafter for subsequent successive like terms unless terminated at the end of such term or any successive like term upon written notice by the Lessor or Lessee served sixty (60) days before the end of such term or subsequent like term, provided that Lessee shall have the right to terminate the Lease at the end of any sixty day period upon written notice to Lessor served not less than sixty (60) days prior to the end of such sixty day period. Lessor shall have the right to terminate the Lease at any time during the period of this Lease if the Lessor is to improve the unimproved property by erecting thereon a permanent private commercial or residential building. Lessee shall remove its signs within sixty (60) days after receipt of a copy of the applicable building permit. The Lessor will, upon giving such notice of building, return to the Lessee all rent paid for the unexpired term plus the total cost of the construction and the removal of Lessee's signs, less 1/180th of such cost for each full month of this Lease prior to the notice of termination. If Lessor fails to commence the erection of the private commercial or residential building within sixty (60) days after Lessee removes its signs, Lessee shall again have the right to occupy the premises and maintain advertising signs subject to the provisions of this Lease. If any portions of the property are not to be utilized for such building, the Lessee has the option to use the remaining portion on the same terms, except that the rent shall be proportionately reduced.

8. It is agreed between the parties that Lessee shall remain the owner of all advertising signs, structures, and improvements erected or made by Lessee, and that, notwithstanding the fact that the same constitute real estate fixtures, the Lessee shall have the right to remove said signs, structures, and improvements at any time during the term of the Lease, or after the expiration of this Lease.

9. This lease shall constitute the sole agreement of the parties relating to the lease of the above described premises. Neither party will be bound by any statements, warranties, or promises, oral or written, unless such statements, warranties or promises are set forth specifically in this Lease.

10. The word "Lessor" as used herein shall include Lessors. This lease is binding upon and inures to the benefit of the heirs, executors, successors, and assigns of Lessee and Lessor.

11. Lessor represents that he is the owner(s) ☒ tenant(s) ☐ other(s) ☐ of the property covered by this Lease and has the authority to execute this Lease. All rents to be paid pursuant to this Lease, and all notices are to be forwarded to the undersigned Lessor at the address noted below the Lessor's signature.

EXECUTED by the Lessor in the presence of  
who is hereby requested to sign as witness.

ID Number 94-1690361

WITNESS: \_\_\_\_\_

LESSOR(S) Nancy T. Jackman

Nancy T. Jackman

Address: c/o Hogland Bogart & Bertero

ATTN Tom Gille

ACCEPTED: FOSTER AND KLEISER  
Division of Metromedia, Inc.

By: Michael J. [Signature]

PAGE 01

EUR-ASIA

4155467065

05/04/2007 10:55

**Exhibit B**

**PATRICK**

PATRICK MEDIA GROUP, INC.

1601 MARITIME STREET  
OAKLAND, CA 94607  
(510) 838-5900

February 26, 1993

Mr. Tim Muller  
Harrigan-Weidenmuller  
300 Montgomery Street, Suite 110  
San Francisco, CA 94104RE: Lease #15-15735, San Francisco  
#650-660 Bryant Street (NL 275' E/o 5th Street)  
San Francisco

Dear Mr. Muller:

This letter is in reference to our latest conversation regarding the extension of our lease for the sign structure at the subject location.

The purpose of this letter is to extend the current lease for four years effective March 1, 1993. The rental will be increased, as discussed, under the following four year schedule:

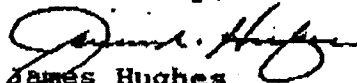
1. March 1, 1993	\$1,600.00/month	\$19,200.00/year
2. March 1, 1994	\$1,650.00/month	\$19,800.00/year
3. March 1, 1995	\$1,700.00/month	\$20,400.00/year
4. March 1, 1996 to 1997	\$1,750.00/month	\$21,000.00/year

All other terms and conditions of the existing lease agreement shall remain the same.

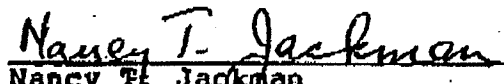
If this meets with your approval, please have Ms. Jackman sign where indicated and return the original of this letter to this office for prompt processing. The copies are for your file and Ms. Jackman's records.

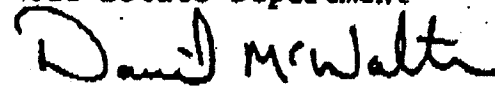
Should you have any questions concerning this matter please contact me. Thank you again for all your patience and cooperation in this matter.

Yours truly,

  
James Hughes  
Real Estate Department

ACCEPTED AND APPROVED:

  
Nancy T. Jackman

  
David McWalters  
Manager  
Real Estate Department

JGH/bb

**Exhibit C**





January 23, 1998

Mr. Brian D. Muller  
Harrigan, Weidenmuller Co.  
300 Montgomery Street  
Suite 660  
San Francisco, CA 94104

RE: Lease #15-15735, San Francisco  
650-660 Bryant St. (NL 275' E/O 5th St.)

Dear Mr. Muller:

This letter is in reference to the advertising structure located on the above described property.

Eller Media Company is agreeable to maintaining the monthly rental at \$1,750.00, payable monthly, effective March 1, 1997. Effective October 1, 1997, the monthly rental shall increase to \$1,900.00, payable monthly. Effective March 1, 1998, the annual rental shall increase to \$23,712.00, payable monthly. Effective March 1, 1999, and for each year thereafter, the annual rental shall increase by four percent (4%). The term of this agreement shall be five (5) years. All other terms and conditions of the existing Lease Agreement dated May 1, 1984, shall remain the same.

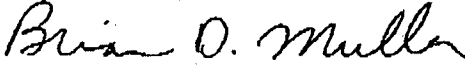
If this agreement meets with your clients approval, please have the original of this letter signed and returned to this office for processing. The copy is to be for your records.

Please contact me at (510) 835-5900 with any other questions. Thank you for your consideration in this matter.

Sincerely,

  
David C. Sweeney  
Real Estate Manager  
Northern California Division

ACCEPTED AND APPROVED:

  
Nancy T. Jackman's Agent

NORTHERN CALIFORNIA DIVISION  
1601 MARITIME STREET, OAKLAND, CALIFORNIA 94607  
(510) 835-5900 FAX (510) 835-1024

**Exhibit D**

03/22/02 13:59 FAX 1510 9410

Eller Media Co

001



March 22, 2002

SENT VIA FACSIMILE  
TRANSMISSION  
(415) 434-3603

Mr. Brian D. Muller  
Harrigan, Weidenmuller Co.  
300 Montgomery St.  
Suite 660  
San Francisco, CA 94104

RE: Lease #15-15735, San Francisco  
650-660 Bryant St. (NL 275' E/O 5<sup>th</sup> St.)

Dear Mr. Muller:

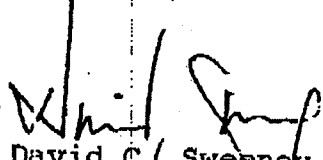
This letter is in reference to the advertising structure located on the property described above.

Clear Channel Outdoor is agreeable to increasing the annual rental to \$29,700.00, payable monthly, effective March 1, 2002. Effective March 1, 2003, and for each year thereafter, the annual rental shall increase by four percent (4%). The term of this agreement shall be five (5) years. All other terms and conditions of the existing Lease Agreement dated May 1, 1984 shall remain the same.

Should this agreement meet with your client approval, please sign both letters and return one copy to my office for further processing. The copy is to be retained for your records.

Please contact me at (510) 835-5900 should you have any questions. Thank you for your consideration in this matter.

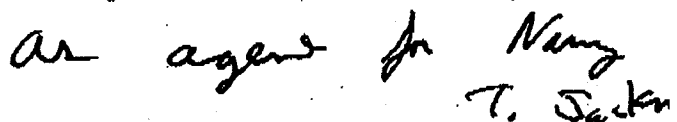
Sincerely,

  
David C. Sweeney  
Vice President/Real Estate  
Northern California Division

ACCEPTED AND AGREED:



Nancy T Jackman

  
an agent for Nancy  
T. Jackman

**Exhibit E**

CONFIRMED COPY  
RECORDED AT REQUEST OF  
COMMONWEALTH LAND  
TITLE COMPANY

WHEN RECORDED RETURN TO:

Steven J. Cramer, Esq.  
Aiken, Kramer & Cummings, Inc.  
1111 Broadway, Suite 1500  
Oakland, California 94607-4036

AT  
ON 2/10 20 06 M.  
SERIES NO. 2606-1124-794  
IN San Francisco COUNTY

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

### Assignment of Lessor's Interest in Lease

This Assignment of Lessor's Interest in Lease ("Assignment") is made effective as of the 6<sup>th</sup> day of February, 2006 by Robert Dreyer and Estol T. Carte, Co-Trustees of the Nancy Tilden Jackman Trust established by Trust Agreement dated November 23, 2004 (collectively, "Assignor") and Richard Traverso ("Assignee").

#### Recitals:

Whereas, Assignor is the owner of that certain real estate commonly known as 650 - 660 Bryant Street, in the City and County of San Francisco, legally described on "Exhibit A" attached hereto and made a part hereof (the "Real Estate").

Whereas, Assignor has granted to Assignee an easement in gross across a portion of the Real Estate for purposes of posting, painting, constructing and maintaining signs on the Real Estate, and related purposes (the "Sign Easement").

Whereas, the Real Estate is currently subject to a lease (for purposes of erecting and maintaining signs) dated May 1, 1984 by and between Assignor's predecessor, Nancy T. Jackman, as lessor, and Foster and Kleiser, as lessee, and addenda thereto (collectively, the "Sign Lease"). Clear Channel Outdoor is the current lessee under the Sign Lease. Nancy T. Jackman's interest as lessor under the Sign Lease was previously assigned to Assignor.

Whereas, in connection with the grant of the Sign Easement, Assignor desires to assign to Assignee, and Assignee desires to accept the assignment of, Assignor's interest as lessor in the Sign Lease. The parties acknowledge that Assignee does not hold fee title to the Real Estate.

#### Assignment:

For value received, and the agreement of Assignee as set forth below, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Sign Lease, and Assignee agrees to and does hereby accept said assignment. Assignee expressly assumes all of Assignor's obligations under the Sign Lease arising after the date of this Assignment.

assumes all of Assignor's obligations under the Sign Lease arising after the date of this Assignment.

WHEREAS, this Assignment has been executed to be effective on the date first written above.

Assignee:

  
RICHARD TRAVERSO

Assignor:

ROBERT DREYER and ESTOL T.  
CARTE, CO-TRUSTEES OF THE  
NANCY TILDEN JACKMAN TRUST  
ESTABLISHED BY TRUST  
AGREEMENT DATED NOVEMBER 23,  
2004

\_\_\_\_\_  
ROBERT DREYER, CO-TRUSTEE

\_\_\_\_\_  
ESTOL T. CARTE, CO- TRUSTEE

WHEREAS, this Assignment has been executed to be effective on the date first written above.

**Assignee:**

RICHARD TRAVERSO

**Assignor:**

ROBERT DREYER and ESTOL T.  
CARTE, CO-TRUSTEES OF THE  
NANCY TILDEN JACKMAN TRUST  
ESTABLISHED BY TRUST  
AGREEMENT DATED NOVEMBER 23,  
2004

*Robert Dreyer Co. Trustee*  
ROBERT DREYER, CO-TRUSTEE

*Estol T. Carte, TTE*  
ESTOL T. CARTE, CO- TRUSTEE

**Exhibit F**



**RICHARD TRAVERSO**

P.O. Box 368  
Belmont, CA 94002  
Tel: 415-515-5543  
Fax: 650-558-9502

December 22, 2006

***BY FEDERAL EXPRESS***

Bill Hooper  
President and General Manager  
Clear Channel Outdoor  
555 12th Street, Suite 950  
Oakland, CA 94607

Re: Lease No. 15-15735, San Francisco  
650-660 Bryant St. (NL 275' E/O 5<sup>th</sup> St.)

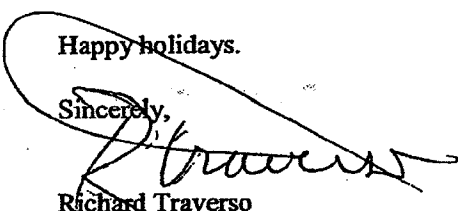
Dear Bill:

Hello. Pursuant to lease no. 15-15735, and addenda to that lease, this is 60 days' written notice that the lease is terminated as of February 28, 2007.

Let's get together soon to talk about new lease terms.

Happy holidays.

Sincerely,



Richard Traverso

DOCS\0138-643\513229.V1

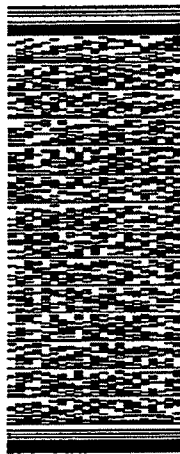
From: Origin ID: (415)397-2222  
PATRICIA HAYMOND  
LONG & LEVIT LLP  
465 CALIFORNIA STREET  
#500  
SAN FRANCISCO, CA 94104



CL 110000003

BILL SENDER

SHIP TO: (415)397-2222  
Bill Hooper  
Clear Channel Outdoor  
555 12th Street  
Suite 950  
Oakland, CA 94607



Ship Date: 22DEC06  
ActWgt: 1LB  
System#: 4823325/INET2500  
Account#: S \*\*\*\*\*

REF: S0138 643



Delivery Address Bar Code

STANDARD OVERNIGHT

TUE

Deliver By:  
28DEC06

FORM  
0201

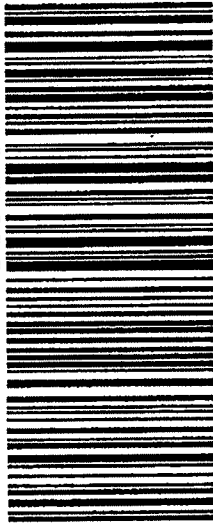
TRK# 7985 7243 8874


OAK

A1

94607 -CA-US

WA JEMA



Track Shipments  
Detailed Results [Quick Help](#)

Tracking number	798572438874	Reference	S0138.643
Signed for by	C.SAEPHAN	Destination	OAKLAND, CA
Ship date	Dec 22, 2006	Service type	Standard Overnight
Delivery date	Dec 26, 2006 8:23 AM		
Status	Delivered		
Signature image available	<a href="#">Yes</a>		

Date/Time	Activity	Location	Details
Dec 26, 2006	8:23 AM Delivered	OAKLAND, CA	

[Signature proof](#)[Track more shipments](#)

## E-mail your detailed tracking results (optional)

Enter your name and e-mail address, submit up to three e-mail addresses, add your message (optional), and click **Submit**. If you include a message, you must enter your name and e-mail address in the fields provided.

Your Name:

Your E-mail Address:

To E-mail Address(es):

Add personal message:

Not available for non-English characters

☐ By selecting this check box and the Submit button, I agree to these [Terms and Conditions](#)



FedEx Express  
Customer Support Trace  
3875 Airways Boulevard  
Module H, 4th Floor  
Memphis, TN 38116

U.S. Mail: PO Box 727  
Memphis, TN 38194-4643  
Telephone: 901-369-3600

July 5, 2007

Dear Customer:

The following is the proof of delivery you requested with the tracking number **798572438874**.

---

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivery date:</b>	Dec 26, 2006 08:23
<b>Signed for by:</b>	C.SAEPHAN		
<b>Service type:</b>	Standard Overnight		



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**Shipping Information:**

<b>Tracking number:</b>	798572438874	<b>Ship date:</b>	Dec 22, 2006
-------------------------	--------------	-------------------	--------------

**Recipient:**  
OAKLAND, CA US

**Shipper:**  
SAN FRANCISCO, CA US

**Reference**

S0138.643

Thank you for choosing FedEx Express.

FedEx Worldwide Customer Service  
1.800.GoFedEx 1.800.463.3339